



Procurement Division  
200 E University Avenue, Rm 339  
Gainesville, FL 32601  
(352) 393-8789  
Publish Date: April 6, 2021

**REQUEST FOR PROPOSAL: #CODE-210035-GD**  
Special Magistrate to Hear Code Violation Cases

**PRE-PROPOSAL MEETING:**  Non-Mandatory  Mandatory  N/A  Includes Site Visit  
**DATE:** April 14, 2021 **TIME:** 9:00am  
**LOCATION:** Zoom – All Zoom access information is located in Exhibit D

**QUESTION SUBMITTAL DUE DATE** Tuesday, April 20, 2021, 3:00pm Eastern Time

**DUE DATE FOR UPLOADING PROPOSAL:** Thursday, May 6, 2021, 3:00pm Eastern Time

**SUMMARY OF SCOPE OF WORK:** The City is seeking an attorney to hear cases regarding Ordinance violations, to rule on those cases, and to present recommendations to the City Commission on reduction/rescission requests.

For questions relating to this solicitation, contact: Gayle Dykeman, [dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract:  Bidder is NOT in arrears  Bidder IS in arrears  
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City:  Bidder is NOT in default  Bidder IS in default.

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # \_\_\_\_\_

Legal Name of Bidder \_\_\_\_\_

DBA: \_\_\_\_\_

Authorized Representative Name/Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ FEIN: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

Proposal is in full compliance with the Specifications.

Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNER'S PRINTED NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

This page must be completed and uploaded to DemandStar.com with your Submittal.

## PART 1 – REQUEST FOR PROPOSAL INFORMATION

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Thank you for your interest in working with the City of Gainesville on this important project.

Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

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### 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). In order to submit a bid response to this solicitation the bidder must be registered with DemandStar. There is no cost to vendors to use DemandStar, but registration is required.

It is the responsibility of the vendor to monitor DemandStar for bid updates. Properly registered vendors can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Bidder's failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

### 1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

#### ~~THIS SECTION IS NOT APPLICABLE TO THIS SOLICITATION~~

If scheduled (refer to Bid Cover Page), attending a pre-proposal meeting is strongly recommended as the project's scope of work, procedures, and specifications will be discussed at this time. It is the only time during the bid process that bidders may ask questions directly of the end user.

If special accommodations are needed in order to attend a pre-proposal meeting or a bid opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged by the bidder on the Bid Cover Page.

### 1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

ACTIVITY	DAY	TENTATIVE DATE	TIME	LOCATION
RFP on DemandStar	Tue	04/06/21	10:00am	DemandStar Cone of Silence Begins
Non Mandatory Pre-Bid Meeting	Wed	04/14/21	9:00am	Zoom
Deadline for receipt of vendor questions	Tues	04/20/21	3:00pm	
Deadline for receipt of proposals/Bid Opening	Thur	05/06/21	3:00pm	DemandStar/Zoom
Evaluation Meeting	Mon	05/17/21	4:00pm	Zoom
Oral presentations (If Conducted)	Thur	05/27/21	8:00am-11:00am	Zoom
Projected award recommendation date	Fri	05/28/21	9:00am	Zoom
5-Day Protest Period Posting		6/1-6/7/21		
Recommendation of Award to City Commission	Thu	06/17/21	1:00pm	Cone of Silence Ends
Contract Finalization Period				
Purchase Order issued				
Projected contract start date				

All dates are subject to change. Bidders will be notified via Addendum posted in [DemandStar.com](http://DemandStar.com) in event of any schedule change. All Zoom Meeting Access information is provided in Exhibit D.

### 1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all bidders, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a bidder to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between bidder and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. Any communications initiated between the bidder and the City outside these parameters may be grounds for disqualifying the offending bidder from consideration for award of the proposal and/or any future proposal.

### 1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on

behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposal and the time the City Officials and Employee awards the contract.

## 1.6 DETERMINATION OF RESPONSIBILITY OF BIDDERS

The specific qualifications of bidders for this specific Request for Proposal are included in Part 3, 3.1, d) Qualifications. Bidder must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of bidder, including a record check by the Gainesville Police Department if the qualifications require it. Bidder's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the bidder's capability to perform:

- a) The ability of the bidder to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the bidder and the City.
- d) Bidder has paid all debts owed to the City.
- e) Bidder possesses all required licenses.

If it is determined that the bidder is not responsible, City will notify bidder of its finding, including evidence used, and allow bidder the opportunity to come into compliance within three (3) business days of notification.

Successful Bidder must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any vendor unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

## 1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

## PART 2 – PROJECT SCOPE

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### 2.1 PROJECT SPECIFICATIONS

It is the intent of the City of Gainesville to obtain bids from qualified attorneys capable of holding quasi-judicial hearings and issuing orders in matters involving certain violations of the City Code of Ordinances in accordance with Chapter 2, Article V, Division 8 of the City Code of Ordinances. It is the intent of the City to evaluate the proposals received, negotiate with the selected proposer(s) and enter into one or more contracts for the provisions of services described in this Request for Proposal. To avoid hearings where there may be a conflict of interest, the City may award to more than one firm, however, the secondary firm will only be used if a conflict of interest arises in a hearing with the first awarded vendor.

### 2.2 DETAILED DESCRIPTION OF THE WORK

The minimum services to be provided by a Special Magistrate (and those services that will be provided by the City) are as follows:

a. Code Enforcement Clerk

The City will designate a City employee to serve as the Code Enforcement Clerk (the “Clerk”) for purposes of the quasi-judicial hearings that will be conducted by the Special Magistrate. The Clerk will provide public notice of each hearing, prepare the hearing agenda (including assembling the back-up materials for each agenda item), establish (in consultation with the Special Magistrate) a schedule for finalization of each agenda, read agenda items into the record, swear-in witnesses as necessary, receive affidavits, prepare written minutes of the hearing, record the final orders issued by the Special Magistrate in the public records of Alachua County and maintain the official records of the code enforcement special magistrate hearings.

b. Preparation for Hearings

The Special Magistrate must adequately prepare for each hearing, including but not limited to, reviewing the agenda and all back-up material provided, familiarizing himself with the applicable City Codes and researching other applicable legal issues. The agenda and all back-up documents will be provided to the Special Magistrate electronically either via email or the City’s website, unless otherwise specified by the City.

c. Hearings

The special magistrate will convene a hearing at least once per month (provided there are cases to be heard) on a regular schedule. The preferred schedule is the second Thursday of each month at 9 AM. The average length of a meeting is one hour and 40 minutes and an average of seven cases per meeting. Each hearing shall be held in the City Hall Auditorium located at 200 East University Avenue, Gainesville, Florida. Additional hearings may be convened if the case volume requires more frequent hearings. The Special Magistrate shall have the same status, jurisdiction and authority as the Code Enforcement Board as set forth in Sections 2-391, 2-383, 2-385, 2-387 and 2-388.1 of the City Code of Ordinances and Chapter 162, Florida Statutes.

d. Orders

The Special Magistrate shall issue written orders for cases. The orders shall be on the forms provided by the City. Final orders shall include findings of fact and conclusions of law. A Special Magistrate’s order shall become a lien on real property if the property owner fails to bring the violation(s) into compliance with the Code within the timeframe specified by Special Magistrate.

### 2.3 MINIMUM REQUIREMENTS TO SERVE AS MAGISTRATE

The minimum qualifications to be eligible to serve as a special magistrate are set forth in Section 2-391(b) of the City Code of Ordinances as follows:

Be an active member in good standing of the Florida Bar with a minimum of five years recent experience practicing law, which experience shall include litigation and administrative hearing experience; and

- a. Must be certified by the Florida Board of Attorneys
- b. Must have familiarity with the city of Gainesville Code of Ordinances; specifically Chapters 2, 13, 26 and 30
- c. Must have familiarity with FSS 162
- d. Must reside in Alachua County; and
- e. Must not be an employee of the city or hold any office with the city government, nor hold any other elective or appointive office, including special magistrate, in the county or state while serving as special magistrate; and
- f. Comply with the Code of Ethics of the State of Florida.

In addition, preference will be given to attorneys that have experience in local government law, code enforcement, zoning or real estate property law, have experience conducting quasi-judicial proceedings, or those with previous experience as a special magistrate, judge or hearing officer.

### 2.4 BIDDERS QUALIFICATIONS, EXPERIENCE AND CONFLICTS OF INTEREST

The Bidder shall include qualifications and experience of the specific attorney(s) who will provide the services that are described herein. The submission shall include:

- a. Brief history and organizational structure of your firm or solo law practice. Indicate office location, office hours, # of employees, etc.
- b. A resume for the specific attorney(s) who will provide the services.
- c. Current/past performance in similar activities – Provide a list of all public agencies for which you have provided similar services over the last five (5) years. Include in your list:
  1. Client (contact person name, title, full address, telephone number, fax number, and email address of a reference within each agency)
  2. Period of contract
  3. Services offered and results
- d. Disclose any potential conflicts of interest and any other potential ethics issues that you or your firm may have. Include in this disclosure all legal matters handled by you or your firm in the past 5 years, in which you have represented clients in legal matters involving the City. Please provide a brief description of any such representation.
- e. The Bidder shall address the priority of this service regarding current and projected workload, availability and indicate ability and commitment in ensuring the project or services will be performed in a timely fashion and completed on time.

**PART 3 – PRICE PROPOSAL**

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**Proposer Company Name:** \_\_\_\_\_

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the lump sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually.

Price will be calculated at 25% of the total amount of possible evaluative points for the solicitation.

**NOTE:**

THE PRICES SET FORTH ABOVE SHALL BE CONSIDERED FIRM BIDS NOT SUBJECT TO PRICE ADJUSTMENT UNLESS BIDDER'S PROVISIONS FOR PRICE ESCALATION ARE STATED ON A SEPARATE SHEET ATTACHED TO THE BID.

**NOTE:**

THE CITY RESERVES THE RIGHT TO ADD OR DELETE LOCATIONS, SERVICES, ITEMS, MATERIALS OR ANY OTHER ASPECTS OF CONSIDERATION FROM THIS CONTRACT SHOULD IT BE IN THE BEST INTEREST OF THE CITY. THE CONTRACT PRICE WILL BE ADJUSTED ACCORDINGLY UPON MUTUAL NEGOTIATION AND AGREEMENT OF THE CONTRACTOR AND THE CITY'S REPRESENTATIVE

**NOTE:**

When cost estimating air travel, the City allows for Coach fare only. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only – no mark-up. Evidence of these expenditures will be submitted when invoicing the City.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## PART 4 – HOW TO SUBMIT A PROPOSAL

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**Instructions to bidders:** Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### 4.1 FORMAT OF PROPOSAL

- a. Table of Contents  
The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.
- b. Technical Proposals  
The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the RFP which the bidder deems relevant.
- c. Price Proposal  
The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.  
  
Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.  
  
If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.
- d. Qualifications  
The response to the minimum qualification requirements should address each of the qualifications set out in 2.3 above. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation will not be further considered. If a prescribed format, or required documentation for the response to minimum qualification requirements is stated below, bidders must use said format and supply said documentation.

### 4.2 CONTENT OF PROPOSAL

#### **Required Documents:**

The following documents are required to be included in the bidder's submission:

- a. Address each Minimum Qualification (see 2.3)
- b. Provide a Statement of all Qualifications (refer to 4.1.d)
- c. Discuss the approach to the annual requirements of the assignment (refer to 4.1.b Technical Proposals)
- d. Resume's, CV or profiles of each member of the proposed project team (refer to 4.1.e.5)
- e. Price Proposal (refer to 4.1.c)
- f. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)
- g. Report of Alleged Wrongdoings, Litigation/Settlements/Fines



**Required Forms:**

Each of the following forms must be completed, signed where indicated and returned with the submittal package. These forms should be located in the last section of the proposal.

- a. RFP Cover Page (Page 1)
- b. Bidder Verification Form (Exhibit B)
- c. Price Proposal Form (Part 3)
- d. Drug-Free Workplace Form (Exhibit A)
- e. References Form (Exhibit C)
- f. Bidder's W-9
- g. Copy of any applicable current licenses and/or certification required by City/County/State
- h. Copies of all Addenda, signed

**4.3 PROPOSAL SUBMISSION INSTRUCTIONS**

The bid response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with bidder's name, bid number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the response and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a response by a bidder will be considered by the City as constituting an offer by the bidder to perform the required services at the stated fees.

**4.4 DISCLOSURE AND CONFIDENTIALITY**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party

to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that bidder claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, bidder shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in 1 and 2 on the following page. Bidder shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event City receives a public records request for a record with information labeled by bidder as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify bidder of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for bidder's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify bidder in writing of such conclusion and provide bidder a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If bidder fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by bidder as Trade Secret or otherwise as confidential and exempt, CITY shall notify bidder and bidder shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Bidder hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with bidder's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

### **How to Designate Trade Secret or Otherwise Confidential and Exempt Information**

If a bidder believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the bidder must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include “UNREDACTED, CONFIDENTIAL” in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information bidder has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
  2. Upload a pdf version response of the REDACTED copy of the proposal. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

#### **How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information**

The City’s evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which bidder claims is confidential and/or exempt, the City will notify the bidder and give the bidder a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a bidder at the conclusion of the bidding process.

#### **4.5 EXCEPTIONS TO THE RFP**

Bidders may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a bidder take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the bidder must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the bidder furnish the services or goods described herein, or negotiate an acceptable alternative.

**NOTE:** Bidders are strongly encouraged to submit any deviations or exceptions to the City before the question submittal deadline or proposals are due, so that based upon the City’s response in the addendum, the bidder can determine if it is in their best interest to submit a response or not.

**4.6 ONLY ONE BID**

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any bidder has a financial interest in more than one submission under this bid, all bids in which such bidder has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead bidder in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

**4.7 FULLY INFORMED BIDDER**

A bidder is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A bidder shall not expect to secure relief on the plea of error.

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## PART 5 – EVALUATION PROCESS

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### 5.1 EVALUATION CRITERIA

#### a) Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, [Professional Services Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

#### b) Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

#### c) Written Proposal Evaluation

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

#### d) Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project.

e) Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Small or Service-Disabled Veteran Business and/or Local Preference. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Procurement Policies and Procedures.

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## PART 6 – SELECTION PROCESS

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The bidder(s) will be selected from the qualified, responsive and responsible bidders submitting responses to this Request for Proposal. The selection process will be as follows:

- 6.1 Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals.
- 6.2 Upon review and evaluation, the City may request oral presentations from the top ranked bidders. During the oral presentations, the bidders shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Bidders selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a USB Flash drive.
- 6.3 The final ranking of bidders will be in accordance with the procedures described in the City's [Professional Services Evaluation Handbook](#)
- 6.4 If required, the final ranking of bidders will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked bidder.
- 6.5 Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked bidder. Should the City be unable to negotiate a satisfactory contract with the top ranked bidder, negotiations will be terminated with that bidder and negotiations will be initiated with the second most qualified bidder, and so on until a satisfactory contract is negotiated.

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## PART 7 – AWARD

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### 7.1 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Bidders located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Bidders located within Alachua County; (4) Bidders located within the State of Florida; and (5) coin toss.

### 7.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

### 7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the bidder's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected bidder regarding the terms and conditions of the contract and technical terms. Price will not be negotiated. If the City and the selected bidder cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected bidder. This process will continue until a contract has been executed or all bidders have been rejected. No bidder shall have any rights against the City arising from such negotiations.

### 7.4 CONTRACT AWARD

The award(s), if any, shall be made to the bidder(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final. The contract will be for a period of three (3) years with the possibility of two (2) 1-year extensions.

### 7.5 CONTRACT

The Contract to be entered into will designate the successful bidder as the City's Contractor. The successful bidder will be required to execute an agreement with the City in substantially the same format as found in Part 9.

### 7.6 BID PROTEST

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

### 7.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).



## PART 8 – GENERAL INFORMATION

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### 8.1 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or RFP evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: [Municipal Code Article X Local Preference Policy](#).

### 8.2 SMALL AND SERVICE-DISABLED VETERAN BUSINESS

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each bidder is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For bidders not yet certified by the City, a small and service-disabled veteran application may be accessed via the [Office of Equal Opportunity](#) website. To be considered as a certified small and/or service-disabled veteran business, a bidder must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the [Office of Equal Opportunity](#) website.

### 8.3 LIVING WAGE

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021.

Section 2-619. – Living Wage Requirements.

- (a) The following are requirements of each service contractor/subcontractor:
- (1) A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
  - (2) A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
  - (3) Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
  - (4) A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
  - (5) Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$13.75 per hour (Living Wage with Health Benefits) or \$15.8125 per hour if Health Benefits are not offered.

### 8.4 TAXES, CHARGES AND FEES

The bidder agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

### 8.5 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the bidder(s). No payment will be made for any responses received, nor for any other effort required of or made by the bidder(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

### 8.6 RULES; REGULATIONS; LICENSING REQUIREMENT

The bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**8.7 RECORDS/AUDIT**

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**8.8 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting this proposal, bidder agrees that it:

- a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- d) Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**8.9 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**8.10 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/ SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S.) involving the bidder and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

**8.11 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

**8.12 USE OF RFP REPLY IDEAS**

The City has the right to use any or all information presented in any response to the RFP, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

**8.13 E-VERIFY REQUIREMENT**

The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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## PART 9 – SAMPLE CONTRACT

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CONTRACT FOR \_\_\_\_\_

**THIS CONTRACT** (“Contract”), entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), **insert address** and \_\_\_\_\_, (“Contractor”), **insert address**, taken together, shall be known as “Parties”.

**WHEREAS**, clauses that briefly describe project and history of project (if applicable)

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

**1. EFFECTIVE DATE AND TERM OF CONTRACT.**

The term of the Contract shall be one year, commencing on **date of execution of the contract** and terminating **three (3) years from the date of execution of the contract**. The Contract may be extended for two (2), 1-year extensions, upon mutual agreement of the Parties. Upon extension of the Contract term, the Contract Price may be increased or decreased based upon the Consumer Price Index as of the one year anniversary of the contract.

**2. SCOPE OF SERVICES.**

Project or Product or Service Description:

,as more specifically described in the Specifications.

**3. CONTRACT DOCUMENTS.**

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (attach and identify by title, number and date);
- iii. Bid Documents (attach and identify by title, number and date); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

**4. TIME FOR PERFORMANCE**

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

**5. COMPENSATION/PAYMENT.**

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement*).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

**6. INDEMNIFICATION.**

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney’s fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

**7. ANTI-DISCRIMINATION**

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party

**8. INSURANCE. (Check with risk for required coverage and amounts)**

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers’ Compensation insurance	providing coverage in compliance with Florida Statute FS 440
Professional Liability insurance	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

**9. SOVEREIGN IMMUNITY.**

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

**10. LIVING WAGE**

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

**11. TERMINATION.**

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

**12. MULTI-YEAR CONTRACT.**

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

**13. INDEPENDENT CONTRACTOR.**

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

**14. INTELLECTUAL PROPERTY AND WORK PRODUCT.**

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

**15. RECORDS AND RIGHT-TO-AUDIT.**

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**16. CONTRACTOR'S ASSURANCES.**

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

**17. WARRANTY.**

Intentionally left blank.

**18. PUBLIC RECORDS.**

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingPublicRecord.aspx>

**19. DISPUTE RESOLUTION**

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

**20. ATTORNEY'S FEES AND COSTS.**

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

**21. FORCE MAJEURE (not needed if paragraph 5 is blank)**

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

**21. PARAGRAPH INTENTIONALLY OMITTED**

**22. APPLICABLE LAW AND VENUE.**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

**23. DEFAULT AND REMEDIES.**

The non-breaching party shall have available all remedies at law.

**24. NOTICES.**

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:	CONTRACTOR:
City of Gainesville	Contractor Information
[Insert Department Name]	
Attn:	
[Insert Address]	

**25. SEVERABILITY.**

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

**26. INTEGRATION/MERGER.**

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

**27. MODIFICATION AND WAIVER.**

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

**28. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

**29. ASSIGNMENT OF INTEREST.**

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

**30. SUCCESSORS AND ASSIGNS.**

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

**31. THIRD PARTY BENEFICIARIES.**

This Contract does not create any relationship with, or any rights in favor of, any third party.

**32. CONSTRUCTION.**

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

**33. COUNTERPARTS.**

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**34. EXHIBITS.**

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

City Attorney

## PART 10 – EXHIBITS

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The following documents/forms are included in this section:

Exhibit A - Drug-Free Workplace Form

Exhibit B - Bidder Verification Form

Exhibit C - Reference Form

Exhibit D – Zoom Meeting Access Information

## EXHIBIT A

### DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Bidder)

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- d. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

## EXHIBIT B

### BIDDER VERIFICATION FORM

**1. LOCAL PREFERENCE (Check one)**

Local Preference requested:  YES  NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- a) Business Tax Receipt
- b) Zoning Compliance Permit

**2. Qualified Small Business and/or Service Disabled Veteran Business Status (Check one)**

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business?  YES  NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business?  YES  NO

**3. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?  YES  NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# \_\_\_\_\_)

If the answer is "NO", please state reason why: \_\_\_\_\_

**4. DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)**

Does your company have a policy on diversity and inclusion?  YES  NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply requested for information gathering purposes.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Printed Name/Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
\Date

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

## EXHIBIT C REFERENCE FORM

**Company Name of Bidder:** \_\_\_\_\_

Provide information for three references of similar scope performed within the past three years.  
You may include photos or other pertinent information.

1        Dates services were provided \_\_\_\_\_  
          Company Name                    \_\_\_\_\_  
          Address                            \_\_\_\_\_  
          City/State/Zip                    \_\_\_\_\_  
          Contact Name                    \_\_\_\_\_  
          Phone Number                    \_\_\_\_\_  
          Email Address                    \_\_\_\_\_

2        Dates services were provided \_\_\_\_\_  
          Company Name                    \_\_\_\_\_  
          Address                            \_\_\_\_\_  
          City/State/Zip                    \_\_\_\_\_  
          Contact Name                    \_\_\_\_\_  
          Phone Number                    \_\_\_\_\_  
          Email Address                    \_\_\_\_\_

3        Dates services were provided \_\_\_\_\_  
          Company Name                    \_\_\_\_\_  
          Address                            \_\_\_\_\_  
          City/State/Zip                    \_\_\_\_\_  
          Contact Name                    \_\_\_\_\_  
          Phone Number                    \_\_\_\_\_  
          Email Address                    \_\_\_\_\_

*This page must be completed and uploaded to DemandStar.com with your Submittal.*

## EXHIBIT D

### ZOOM MEETING ACCESS INFORMATION

All Zoom meetings are recorded for public record.

Non Mandatory Pre-Bid Meeting	Wed	04/14/21	9:00am
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<https://us02web.zoom.us/j/84852253052?pwd=dIFjdnJRNi9qMFFQMzNycWVHRGVmQT09>

Meeting ID: 848 5225 3052

Passcode: x3qMHX

One tap mobile

+13126266799,,84852253052#,,,,\*516144# US (Chicago)

+19292056099,,84852253052#,,,,\*516144# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 848 5225 3052

Passcode: 516144

Find your local number: <https://us02web.zoom.us/u/kiDoExMXc>

Deadline for receipt of proposals/Bid Opening	Thur	05/06/21	3:00pm
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<https://us02web.zoom.us/j/84462767793?pwd=aVpnZDFOUVI6ZVpzS0E4UXhQRGNqUT09>

Meeting ID: 844 6276 7793

Passcode: f8e5MQ

One tap mobile

+13017158592,,84462767793#,,,,\*874766# US (Washington DC)

+13126266799,,84462767793#,,,,\*874766# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 844 6276 7793

Passcode: 874766

Find your local number: <https://us02web.zoom.us/u/kbJl3bawcu>



Evaluation Meeting	Mon	05/17/21	4:00pm
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Join Zoom Meeting

<https://us02web.zoom.us/j/84381860531?pwd=Zk45aII5UG1WROYzVnlodjB3dGdEQT09>

Meeting ID: 843 8186 0531

Passcode: 7V5Gnr

One tap mobile

+13126266799,,84381860531#,,,,\*724412# US (Chicago)

+19292056099,,84381860531#,,,,\*724412# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 843 8186 0531

Passcode: 724412

[Find your local number: https://us02web.zoom.us/j/84381860531?pwd=Zk45aII5UG1WROYzVnlodjB3dGdEQT09](https://us02web.zoom.us/j/84381860531?pwd=Zk45aII5UG1WROYzVnlodjB3dGdEQT09)

Final Evaluator Meeting	Fri	05/28/21	9:00am
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Join Zoom Meeting

<https://us02web.zoom.us/j/84534400833?pwd=YXBUM0M4eStlWVlDWldoMDZVU2xBUT09>

Meeting ID: 845 3440 0833

Passcode: 1cvYr3

One tap mobile

+13017158592,,84534400833#,,,,\*410250# US (Washington DC)

+13126266799,,84534400833#,,,,\*410250# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 845 3440 0833

Passcode: 410250

[Find your local number: https://us02web.zoom.us/j/84534400833?pwd=YXBUM0M4eStlWVlDWldoMDZVU2xBUT09](https://us02web.zoom.us/j/84534400833?pwd=YXBUM0M4eStlWVlDWldoMDZVU2xBUT09)

PART 11 – NO BID SURVEY

GENERAL GOVERNMENT  
PROCUREMENT DIVISION SURVEY  
BID INFORMATION

If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.

RFP #: CODE-210035-GD

DUE DATE: May 6, 2021  
@ 3:00 pm Eastern Time

RFP TITLE: Special Magistrate to Hear Code Violation Cases

IF YOU DO NOT BID

Please check the appropriate or explain:

- \_\_\_\_\_ 1. Not enough bid response time.
- \_\_\_\_\_ 2. Specifications not clear.
- \_\_\_\_\_ 3. Do not submit bids to Municipalities.
- \_\_\_\_\_ 4. Current work load does not permit time to bid.
- \_\_\_\_\_ 5. Delay in payment from Governmental agencies.
- \_\_\_\_\_ 6. Do not handle this item.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Is your company a small business?  YES  NO

Is your company a service-disabled veteran business?  YES  NO